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Washington, D.C. 20231

JUNE 22, 2000

Woodcock Washburn Kurtz
Mackiewicz & Norris LLP

PTAS

WOODCOCK WASHBURN KURTZ MACKIEWICZ &
NORRIS LLP - DAVID A. CHERRY
1650 MARKET STREET
1 LIBERTY PL., 46TH FLOOR
PHILADELPHIA, PA 19103-7301



101334544A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/31/2000

REEL/FRAME: 010718/0274
NUMBER OF PAGES: 4

BRIEF: CROSS-REFERENCE TO ASSIGNMENT ORIGINALLY RECORDED IN SERIAL
NUMBER 08/925,353.

ASSIGNOR:
UNGER, EVAN C.

DOC DATE: 08/26/1997

ASSIGNEE:
IMARX PHARMACEUTICAL CORP.
1635 EAST 18TH STREET
TUCSON, ARIZONA 85719

SERIAL NUMBER: 09540448
PATENT NUMBER:

FILING DATE: 03/31/2000
ISSUE DATE:

MARCUS KIRK, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MARCH 30, 2001

PTAS

WOODCOCK WASHBURN KURTZ, ET AL.
SUZANNE E. MILLER, ESQ.
ONE LIBERTY PLACE - 46TH FLOOR
PHILADELPHIA, PA 19103



101624250A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/26/2001

REEL/FRAME: 011436/0117
NUMBER OF PAGES: 8

BRIEF: MERGER (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
IMARX THERAPEUTICS, INC.

DOC DATE: 08/02/2000

ASSIGNEE:
IMARX THERAPEUTICS, INC.
1635 E. 18TH STREET
TUCSON, ARIZONA 85719

SERIAL NUMBER: 07507125
PATENT NUMBER:

FILING DATE: 04/10/1990
ISSUE DATE:

SERIAL NUMBER: 08574371
PATENT NUMBER:

FILING DATE: 12/18/1995
ISSUE DATE:

SERIAL NUMBER: 07969426
PATENT NUMBER:

FILING DATE: 10/30/1992
ISSUE DATE:

SERIAL NUMBER: 09198202
PATENT NUMBER:

FILING DATE: 11/23/1998
ISSUE DATE:

SERIAL NUMBER: 07532213
PATENT NUMBER:

FILING DATE: 06/01/1990
ISSUE DATE:

SERIAL NUMBER: 09060396
PATENT NUMBER:

FILING DATE: 04/15/1998
ISSUE DATE:

SERIAL NUMBER: 08574373
PATENT NUMBER:

FILING DATE: 12/18/1995
ISSUE DATE:

SERIAL NUMBER: 07708731
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FILING DATE: 05/31/1991
ISSUE DATE:

SERIAL NUMBER: 07716899
PATENT NUMBER:

FILING DATE: 06/18/1991
ISSUE DATE:

SERIAL NUMBER: 07765921
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FILING DATE: 09/24/1991
ISSUE DATE:

SERIAL NUMBER: 08909157
PATENT NUMBER:

FILING DATE: 08/11/1997
ISSUE DATE:

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PATENT NUMBER:

FILING DATE: 09/23/1997
ISSUE DATE:

SERIAL NUMBER: 09272468
PATENT NUMBER:

FILING DATE: 03/19/1999
ISSUE DATE:

SERIAL NUMBER: 08706824
PATENT NUMBER:

FILING DATE: 09/03/1996
ISSUE DATE:

SERIAL NUMBER: 07704542
PATENT NUMBER:

FILING DATE: 05/23/1991
ISSUE DATE:

SERIAL NUMBER: 08159674
PATENT NUMBER:

FILING DATE: 11/30/1993
ISSUE DATE:

SERIAL NUMBER: 08968776
PATENT NUMBER: 6117414

FILING DATE: 11/10/1997
ISSUE DATE: 09/12/2000

SERIAL NUMBER: 08212553
PATENT NUMBER:

FILING DATE: 03/11/1994
ISSUE DATE:

SERIAL NUMBER: 08841169
PATENT NUMBER:

FILING DATE: 04/29/1997
ISSUE DATE:

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FILING DATE: 11/19/1991
ISSUE DATE:

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PATENT NUMBER:

FILING DATE: 03/10/1994
ISSUE DATE:

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PATENT NUMBER:

FILING DATE: 05/23/1994
ISSUE DATE:

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FILING DATE: 07/10/2000
ISSUE DATE:

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FILING DATE: 05/01/1996
ISSUE DATE:

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FILING DATE: 01/17/1997
ISSUE DATE:

SERIAL NUMBER: 09540448
PATENT NUMBER:

FILING DATE: 03/31/2000
ISSUE DATE:

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FILING DATE: 02/03/2000
ISSUE DATE:

SERIAL NUMBER: 08971540
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FILING DATE: 11/17/1997
ISSUE DATE:

SERIAL NUMBER: 09294623
PATENT NUMBER:

FILING DATE: 04/19/1999
ISSUE DATE:

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PATENT NUMBER: 6143276

FILING DATE: 03/21/1997
ISSUE DATE: 11/07/2000

SERIAL NUMBER: 08877826
PATENT NUMBER:

FILING DATE: 06/18/1997
ISSUE DATE:

SERIAL NUMBER: 09075477
PATENT NUMBER:

FILING DATE: 05/11/1998
ISSUE DATE:

SERIAL NUMBER: 08993165
PATENT NUMBER: 6123923

FILING DATE: 12/18/1997
ISSUE DATE: 09/26/2000

SERIAL NUMBER: 09291502
PATENT NUMBER:

FILING DATE: 04/13/1999
ISSUE DATE:

SERIAL NUMBER: 08925353
PATENT NUMBER: 6120751

FILING DATE: 09/08/1997
ISSUE DATE: 09/19/2000

SERIAL NUMBER: 08851780
PATENT NUMBER: 6090800

FILING DATE: 05/06/1997
ISSUE DATE: 07/18/2000

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PATENT NUMBER: 6139819

FILING DATE: 09/17/1997
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ISSUE DATE:

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ISSUE DATE:

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FILING DATE: 02/04/1999
ISSUE DATE:

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FILING DATE: 05/13/1997
ISSUE DATE:

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PATENT NUMBER: 5143716

FILING DATE: 02/01/1991
ISSUE DATE: 09/01/1992

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PATENT NUMBER: 5525326

FILING DATE: 05/05/1995
ISSUE DATE: 06/11/1996

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ISSUE DATE: 03/23/1999

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ISSUE DATE: 04/29/1997

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ISSUE DATE: 09/12/1995

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ISSUE DATE: 07/08/1997

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ISSUE DATE: 06/17/1997

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ISSUE DATE: 09/07/1999

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PATENT NUMBER: 5209720

FILING DATE: 06/18/1991
ISSUE DATE: 05/11/1993

SERIAL NUMBER: 07949691
PATENT NUMBER: 5385719

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PATENT NUMBER: 5985244

FILING DATE: 03/26/1997
ISSUE DATE: 11/16/1999

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PATENT NUMBER: 5714528

FILING DATE: 06/02/1995
ISSUE DATE: 02/03/1998

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PATENT NUMBER: 6024939

FILING DATE: 06/06/1995
ISSUE DATE: 02/15/2000

SERIAL NUMBER: 08076250
PATENT NUMBER: 5580575

FILING DATE: 06/11/1993
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SERIAL NUMBER: 08305257
PATENT NUMBER: 5458127

FILING DATE: 09/13/1994
ISSUE DATE: 10/17/1995

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FILING DATE: 05/05/1993
ISSUE DATE: 05/30/1995

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PATENT NUMBER: 5714529

FILING DATE: 06/05/1995
ISSUE DATE: 02/03/1998

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PATENT NUMBER: 5149319

FILING DATE: 09/11/1990
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PATENT NUMBER: 5770222

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ISSUE DATE: 06/23/1998

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PATENT NUMBER: 5517993

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ISSUE DATE: 05/21/1996

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PATENT NUMBER: 5312617

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PATENT NUMBER: 5762910

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ISSUE DATE: 06/09/1998

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PATENT NUMBER: 5976500

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ISSUE DATE: 11/02/1999

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PATENT NUMBER: 5824312

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ISSUE DATE: 10/20/1998

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PATENT NUMBER: 5558092

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ISSUE DATE: 09/24/1996

SERIAL NUMBER: 08173649
PATENT NUMBER: 5466438

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ISSUE DATE: 11/14/1995

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PATENT NUMBER: 6010682

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ISSUE DATE: 01/04/2000

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ISSUE DATE: 03/31/1998

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PATENT NUMBER: 5628327

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ISSUE DATE: 05/13/1997

SERIAL NUMBER: 08444754
PATENT NUMBER: 5736121

FILING DATE: 05/19/1995
ISSUE DATE: 04/07/1998

011436/0117 PAGE 6

SERIAL NUMBER: 08487287
PATENT NUMBER: 5624662

FILING DATE: 06/07/1995
ISSUE DATE: 04/29/1997

SERIAL NUMBER: 08062325
PATENT NUMBER: 5358702

FILING DATE: 05/14/1993
ISSUE DATE: 10/25/1994

SERIAL NUMBER: 08202807
PATENT NUMBER: 5407657

FILING DATE: 02/28/1994
ISSUE DATE: 04/18/1995

SERIAL NUMBER: 08792150
PATENT NUMBER: 6013035

FILING DATE: 01/31/1997
ISSUE DATE: 01/11/2000

SERIAL NUMBER: 08445299
PATENT NUMBER: 5874062

FILING DATE: 05/19/1995
ISSUE DATE: 02/23/1999

SERIAL NUMBER: 08401974
PATENT NUMBER: 5922304

FILING DATE: 03/09/1995
ISSUE DATE: 07/13/1999

SERIAL NUMBER: 09075567
PATENT NUMBER: 5977538

FILING DATE: 05/11/1998
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SERIAL NUMBER: 08789524
PATENT NUMBER: 6030348

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ISSUE DATE: 02/29/2000

SERIAL NUMBER: 08476317
PATENT NUMBER: 6088613

FILING DATE: 06/07/1995
ISSUE DATE: 07/11/2000

SERIAL NUMBER: 08887215
PATENT NUMBER: 6028066

FILING DATE: 07/02/1997
ISSUE DATE: 02/22/2000

MARCUS KIRK, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

FORM PTO-1619A
Expires 03/31/00
OMB 0801-0227

03-27-2001

U.S. Department of Commerce
Patent and Trademark Office
PATENT

3/26/01



101624250

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☐ New
- ☐ Resubmission (Non-Recordation)
Document ID#
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ Security Agreement
- ☐ License ☐ Change of Name
- ☒ Merger ☐ Other
- U.S. Government
(For Use Only by U.S. Government Agencies)
- ☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1)

☐ If document to be recorded
is an assignment and the
receiving party is not
domiciled in the United
States, an appointment
of a domestic
representative is attached.
(Designation must be a
separate document from
Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

03/28/2001 BT0N11, 00000084 07507125

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01 FC:581
02 FC:584

3440.00 OP
120.00 OP

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Mail documents to be recorded with required cover sheet(information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address

Area Code and Telephone Number (215) 568-3100

Name SUZANNE E. MILLER, ESQ.

Address (line 1) WOODCOCK WASHBURN KURTZ

Address (line 2) MACKIEWICZ & NORRIS, LLP

Address (line 3) ONE LIBERTY PLACE - 46th FLOOR

Address (line 4) PHILADELPHIA, PA 19103

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s)

☒ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

<u>07/507,125</u>	<u>09/198,202</u>	<u>08/574,373</u>	<u>5,143,716</u>	<u>5,320,826</u>	<u>5,449,508</u>
<u>08/574,371</u>	<u>07/532,213</u>	<u>07/708,731</u>	<u>5,525,326</u>	<u>5,885,549</u>	<u>5,368,840</u>
<u>07/969,426</u>	<u>09/060,396</u>	<u>07/716,899</u>	<u>5,658,550</u>	<u>5,624,661</u>	<u>5,645,816</u>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number

only if a U.S. Application Number has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved. # 86

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 3,440.00

Method of Payment:

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Enclosed ☒ Deposit Account ☐

Deposit Account Number:

23-3059

Authorization to charge additional fees:

Yes ☒ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

S. Maurice Vaila

Name of Person Signing

S. Maurice Vaila

Signature

3/23/01

Date

Reg. no 43,966

REGISTRATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

Enter additional Conveying Parties

☐ Mark if additional names of conveying parties attached

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party(ies)

Enter additional Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3) City State/Country Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3) City State/Country Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Application Number(s) or Patent Number(s)

☒ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

07/765,921 07/704,542 07/794,437

08/909,157 08/159,674 08/209,531

08/935,601 08/968,776 08/247,656

09/272,468 08/212,553 09/613,210

08/706,824 08/841,169 08/640,554

Patent Number(s)

5,681,542 5,985,244 5,420,176

5,639,442 5,714,528 5,714,529

5,948,387 6,024,939 5,149,319

5,209,720 5,580,575 5,770,222

5,385,719 5,458,127 5,517,993

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

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Name (line 2)	<input type="text"/>		

Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

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Address (line 3)	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	City	State/Country	Zip Code	

Application Number(s) or Patent Number(s)

☒ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

08/785,661	08/823,791	08/925,353
09/540,448	08/877,826	08/851,780
09/496,761	09/075,477	08/932,273
08/971,540	08/993,165	09/593,117
09/294,623	09/291,502	09/413,110

Patent Number(s)

5,312,617	5,466,438	5,624,662
5,762,910	6,010,682	5,358,702
5,976,500	5,733,572	5,407,657
5,824,312	5,628,327	6,013,035
5,558,092	5,736,121	5,874,062

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name:

Execution Date
Month Day Year

Execution Date
Month Day Year

☐ Mark if additional names of receiving parties attached

Address (line 2)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Address (line 2)

If document is to be recorded in an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is needed. (Designation must be a separate document from Assignment.)

☐ Mark if additional numbers attached**Patent Number(s)**

6-028-066

6.088,613

11/11/2016

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"IMARK THERAPEUTICS, INC.", A ARIZONA CORPORATION,
WITH AND INTO "IMARK THERAPEUTICS, INC." UNDER THE NAME OF
"IMARK THERAPEUTICS, INC.", A CORPORATION ORGANIZED AND EXISTING
UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED
IN THIS OFFICE THE SECOND DAY OF AUGUST, A.D. 2000, AT 4:30
O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.




Edward J. Freel, Secretary of State

3248994 8100M

001391090

AUTHENTICATION: 0597519

DATE: 08-03-00

**CERTIFICATE OF MERGER OF
IMARX THERAPEUTICS, INC.,
an Arizona corporation ("ImaRx AZ")
INTO
IMARX THERAPEUTICS, INC.,
a Delaware corporation ("ImaRx DE")**

Pursuant to § 252 of the Delaware General Corporation Laws, the undersigned hereby certifies as follows:

FIRST: The name, state of organization and nature or type of each of the constituent entities are as set forth in the caption above.

SECOND: A Plan of Merger has been approved, adopted, certified, executed, and acknowledged by each of the constituent entities in accordance with the provisions of applicable state law.

THIRD: The name of the surviving entity is ImaRx Therapeutics, Inc., a Delaware corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be the Certificate of Incorporation of the corporation after the merger.

FIFTH: The executed Plan of Merger is on file at the place of business of the surviving entity, which address is 1635 East 18th Street, Tucson, Arizona 85719.

SIXTH: A copy of the Plan of Merger will be furnished by the surviving entity, on request and without cost, to any stockholder of any entity that is a party to the merger.

SEVENTH: The organizational documents of the surviving entity, without amendment, shall be its organizational documents.

EIGHTH: The authorized capital stock of ImaRx AZ is 10,000,000 shares of voting common stock and 5,000,000 shares of preferred stock, all without par value.

DATED as of the 2nd day of August, 2000.

**IMARX THERAPEUTICS, INC.,
a Delaware corporation**

By: R. Michael Rodgers
Name: R. Michael Rodgers
Title: Vice President

STATE OF ARIZONA
ACC/FAX
DATE DELIVERED

AUG 02 2000

FILED 8/2/2000
TERM TIME
BY [Signature]

ARTICLES OF MERGER OF
IMARX THERAPEUTICS, INC., 0897153-5
an Arizona corporation
INTO
IMARX THERAPEUTICS, INC., F-0958555-9
a Delaware corporation

Pursuant to Arizona Revised Statutes § 10-1105, ImarX Therapeutics, Inc., a Delaware corporation, hereby adopts the following Articles of Merger:

FIRST: The names of the corporations that are parties to the merger are ImarX Therapeutics, Inc., an Arizona corporation ("ImarX AZ") and ImarX Therapeutics, Inc., a Delaware corporation ("ImarX DE").

SECOND: The name and address of the known place of business of the surviving corporation are ImarX Therapeutics, Inc., 1635 East 18th Street, Tucson, Arizona 85719.

THIRD: The name and address of the statutory agent of the surviving corporation are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

FOURTH: The designation, number of outstanding shares, number of votes entitled to be cast on the plan of merger, and total number of votes cast for and against the plan of merger by both corporations were as follows:

Corporation	Designation	Outstanding Shares	Eligible Votes	Votes For	Votes Against
ImarX AZ	Common	2,860,833	2,860,833	2,715,162	0
ImarX DE	Common	0	0	0	0

FIFTH: The effective date of these Articles of Merger shall be the date that it is filed with the Arizona Corporation Commission.

DATED as of the 26th day of July, 2000.

IMARX THERAPEUTICS, INC.,
a Delaware corporation

By: [Signature]
Name: Evan C. Unger, M.D.
Title: President



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MARCH 29, 2001

PTAS

WOODCOCK WASHBURN KURTZ MACKIEWICZ ET AL
SUZANNE E. MILLER, ESQ.
ONE LIBERTY PLACE - 46TH FLOOR
PHILADELPHIA, PA 19103



101624249A

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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT Woodcock Washburn Kurtz
Mackiewicz & Norris LLP

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS
AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER
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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE
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PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,
ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY,
SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/26/2001

REEL/FRAME: 011425/0432
NUMBER OF PAGES: 7

BRIEF: MERGER (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
IMARX, LLC

DOC DATE: 01/10/2000

ASSIGNEE:
IMARX THERAPEUTICS, INC.
1635 E. 18TH STREET
TUCSON, ARIZONA 85719

SERIAL NUMBER: 07507125 - SEI 11 MF
PATENT NUMBER:

FILING DATE: 04/10/1990 - UNCL - 1524
ISSUE DATE:

SERIAL NUMBER: 08574371 - SEI 11 MF
PATENT NUMBER:

FILING DATE: 12/18/1995 - UNCL - 1524
ISSUE DATE:

SERIAL NUMBER: 07969426 - SEI 11 MF
PATENT NUMBER:

FILING DATE: 10/30/1992 - UNCL - 1524
ISSUE DATE:

SERIAL NUMBER: 09198202 - SEI 11 MF
PATENT NUMBER:

FILING DATE: 11/23/1998 - UNCL - 1524
ISSUE DATE:

SERIAL NUMBER: 07532213 <i>UNGR-0020</i>	FILING DATE: 06/01/1990 <i>SEM/DAC</i>
PATENT NUMBER:	ISSUE DATE:
SERIAL NUMBER: 09060396 <i>UNGR-1339</i>	FILING DATE: 04/15/1998 <i>SEM/DAC/SMV</i>
PATENT NUMBER:	ISSUE DATE:
SERIAL NUMBER: 08574373 <i>UNGR-0738</i>	FILING DATE: 12/18/1995 <i>SEM/DAC</i>
PATENT NUMBER:	ISSUE DATE:
SERIAL NUMBER: 07708731 <i>UNGR-0069</i>	FILING DATE: 05/31/1991 <i>SEM/DNF</i>
PATENT NUMBER:	ISSUE DATE:
SERIAL NUMBER: 07716899 <i>UNGR-0068</i>	FILING DATE: 06/18/1991 <i>SEM</i>
PATENT NUMBER:	ISSUE DATE:
SERIAL NUMBER: 07765921 <i>UNGR-0045</i>	FILING DATE: 09/24/1991 <i>SEM</i>
PATENT NUMBER:	ISSUE DATE:
SERIAL NUMBER: 08909157 <i>UNGR-1191</i>	FILING DATE: 08/11/1997 <i>SEM/DNF/SMV</i>
PATENT NUMBER:	ISSUE DATE:
SERIAL NUMBER: 08935601 <i>UNGR-1225</i>	FILING DATE: 09/23/1997 <i>SEM/DAC</i>
PATENT NUMBER:	ISSUE DATE:
SERIAL NUMBER: 09272468 <i>UNGR-1551</i>	FILING DATE: 03/19/1999 <i>SEM/SMV/SDM</i>
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SERIAL NUMBER: 08706824 <i>UNGR-0880</i>	FILING DATE: 09/03/1996 <i>SEM/DAC</i>
PATENT NUMBER:	ISSUE DATE:
SERIAL NUMBER: 07704542 <i>UNGR-0066</i>	FILING DATE: 05/23/1991 <i>SEM</i>
PATENT NUMBER:	ISSUE DATE:
SERIAL NUMBER: 08159674 <i>UNGR-0343</i>	FILING DATE: 11/30/1993 <i>SEM</i>
PATENT NUMBER:	ISSUE DATE:
SERIAL NUMBER: 08968776 <i>UNGR-1263</i>	FILING DATE: 11/10/1997 <i>SEM/DAC/SMV</i>
PATENT NUMBER: 6117414	ISSUE DATE: 09/12/2000
SERIAL NUMBER: 08212553 <i>UNGR-0420</i>	FILING DATE: 03/11/1994 <i>SEM/SMV/SDM</i>
PATENT NUMBER:	ISSUE DATE:
SERIAL NUMBER: 08841169 <i>UNGR-1119</i>	FILING DATE: 04/29/1997 <i>SEM/PKL/PJF</i>
PATENT NUMBER:	ISSUE DATE:
SERIAL NUMBER: 07794437 <i>UNGR-0089</i>	FILING DATE: 11/19/1991 <i>SEM/DAC</i>
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SERIAL NUMBER: 08209531 <i>UNGR-0469</i>	FILING DATE: 03/10/1994 <i>SEM/DAC</i>
PATENT NUMBER:	ISSUE DATE:
SERIAL NUMBER: 08247656 <i>UNGR-0477</i>	FILING DATE: 05/23/1994 <i>SEM/DAC</i>
PATENT NUMBER:	ISSUE DATE:

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PATENT NUMBER:		ISSUE DATE:	
SERIAL NUMBER: 08785661	UNGR-1000	FILING DATE: 01/17/1997	SEM/PKL/PJF
PATENT NUMBER:		ISSUE DATE:	
SERIAL NUMBER: 09540448	UNGR-1592	FILING DATE: 03/31/2000	SEM/DAC/SMV
PATENT NUMBER:		ISSUE DATE:	
SERIAL NUMBER: 09496761	UNGR-1586	FILING DATE: 02/03/2000	SEM/DAC
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SERIAL NUMBER: 08971540	UNGR-1196	FILING DATE: 11/17/1997	SEM/PKL/PJF
PATENT NUMBER:		ISSUE DATE:	
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SERIAL NUMBER: 08823791	UNGR-0975	FILING DATE: 03/21/1997	SEM/DNF
PATENT NUMBER: 6143276		ISSUE DATE: 11/07/2000	
SERIAL NUMBER: 08877826	UNGR-0999	FILING DATE: 06/18/1997	SEM/DNF
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PATENT NUMBER: 6123923		ISSUE DATE: 09/26/2000	
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PATENT NUMBER:		ISSUE DATE:	

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SERIAL NUMBER: 60046379	UNGR-1118	FILING DATE: 05/13/1997	SEM
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SERIAL NUMBER: 08435489	UNGR-0621	FILING DATE: 05/05/1995	SEM/SMV/SDM
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PATENT NUMBER: 5985244		ISSUE DATE: 11/16/1999	
SERIAL NUMBER: 08458667	UNGR-0667	FILING DATE: 06/02/1995	SEM/DNF
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SERIAL NUMBER: 08058098	UNGR-0311	FILING DATE: 05/05/1993	SEM/DNF
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SERIAL NUMBER: 08461202	UNGR-0668	FILING DATE: 06/05/1995	SEM/DNF
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PATENT NUMBER: 6013035		ISSUE DATE: 01/11/2000	
SERIAL NUMBER: 08445299	UNGR-0598	FILING DATE: 05/19/1995	SEM/DAC/SMV
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SERIAL NUMBER: 08401974	UNGR-0575	FILING DATE: 03/09/1995	SEM/SMV/SDM
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SERIAL NUMBER: 09075567	UNGR-1278	FILING DATE: 05/11/1998	SEM/JEM
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PATENT NUMBER: 6030348		ISSUE DATE: 02/29/2000	
SERIAL NUMBER: 08476317	UNGR-0476	FILING DATE: 06/07/1995	SEM/SMV
PATENT NUMBER: 6088613		ISSUE DATE: 07/11/2000	
SERIAL NUMBER: 08887215	UNGR-1114	FILING DATE: 07/02/1997	SEM/DAC
PATENT NUMBER: 6028066		ISSUE DATE: 02/22/2000	

TONYA LEE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

03-27-2001

U.S. Department of Commerce
Patent and Trademark Office
PATENT

3/26/01



101624249

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PATENTS ONLY**

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- ☐ Resubmission (Non-Recordation)
Document ID#
- ☐ Correction of PTO Error
Reel # Frame #
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Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ Security Agreement
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Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

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Name (line 1)

Name (line 2)

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Address (line 2)

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☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

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Name

Address (line 1)

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address

Area Code and Telephone Number (215) 568-3100

Name SUZANNE E. MILLER, ESQ.

Address (line 1) WOODCOCK WASHBURN KURTZ

Address (line 2) MACKIEWICZ & NORRIS, LLP

Address (line 3) ONE LIBERTY PLACE - 46th FLOOR

Address (line 4) PHILADELPHIA, PA 19103

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s)

☒ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

07/507,125 09/198,202 08/574,373

08/574,371 07/532,213 07/708,731

07/969,426 09/060,396 07/716,899

Patent Number(s)

5,143,716 5,320,826 5,449,508

5,525,326 5,885,549 5,368,840

5,658,550 5,624,661 5,645,816

If this document is being filed together with a REG. Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT PCT PCT

PCT PCT PCT

Number of Properties

Enter the total number of properties involved. #

86

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

3,440.00

Method of Payment:
Deposit Account

Enclosed ☐ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

23-3050

Authorization to charge additional fees:

Yes ☒ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

S. Maurice VAHA

Name of Person Signing

Reg. No. 43,966

S. Maurice VAHA

Signature

3/27/01

Date

RECORDATION FORM COVER SHEET
CONTINUATION
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U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)	<input type="text"/>	Execution Date Month Day Year	<input type="text"/>
Name (line 2)	<input type="text"/>		
Name (line 1)	<input type="text"/>	Execution Date Month Day Year	<input type="text"/>
Name (line 2)	<input type="text"/>		
Name (line 1)	<input type="text"/>	Execution Date Month Day Year	<input type="text"/>
Name (line 2)	<input type="text"/>		

Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)	<input type="text"/>	<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)		
Name (line 2)	<input type="text"/>			
Address (line 1)	<input type="text"/>			
Address (line 2)	<input type="text"/>			
Address (line 3)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)
	City	State/Country	Zip Code	
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Address (line 2)	<input type="text"/>			
Address (line 3)	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	City	State/Country	Zip Code	

Application Number(s) or Patent Number(s)

☒ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

07/765,921	07/704,542	07/794,437
08/909,157	08/159,674	08/209,531
08/935,601	08/968,776	08/247,656
09/272,468	08/212,553	09/613,210
08/706,824	08/841,169	08/640,554

Patent Number(s)

5,681,542	5,985,244	5,420,176
5,639,442	5,714,528	5,714,529
5,948,387	6,024,939	5,149,319
5,209,720	5,580,575	5,770,222
5,385,719	5,458,127	5,517,993

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

Enter additional Conveying Parties

☐ Mark if additional names of conveying parties attached

Name (line 1)	<input type="text"/>	Execution Date Month Day Year	<input type="text"/>
Name (line 2)	<input type="text"/>		
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Name (line 2)	<input type="text"/>		

Receiving Party(ies)

Enter additional Receiving Party(ies)

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Name (line 1)	<input type="text"/>	<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)		
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Address (line 1)	<input type="text"/>			
Address (line 2)	<input type="text"/>			
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	City	State/Country	Zip Code	
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Address (line 3)	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	City	State/Country	Zip Code	

Application Number(s) or Patent Number(s)

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

☒ Mark if additional numbers attached

Patent Application Number(s)

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RECORDATION FORM COVER SHEET
CONTINUATION
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U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

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Name (line 2)	<input type="text"/>		

Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)	<input type="text"/>	<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)		
Name (line 2)	<input type="text"/>			
Address (line 1)	<input type="text"/>			
Address (line 2)	<input type="text"/>			
Address (line 3)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)
	City	State/Country	Zip Code	
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Name (line 2)	<input type="text"/>			
Address (line 1)	<input type="text"/>			
Address (line 2)	<input type="text"/>			
Address (line 3)	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	City	State/Country	Zip Code	

Application Number(s) or Patent Number(s)

☒ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

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**AGREEMENT AND PLAN OF MERGER OF
IMARX, LLC,
an Arizona Limited Liability Company
AND
IMARX THERAPEUTICS, INC.,
an Arizona Corporation**

1/22/10

This Agreement and Plan of Merger (the "Agreement") is entered into as of January 19, 2000, between ImaRx, LLC, an Arizona limited liability company ("LLC") and ImaRx Therapeutics, Inc., an Arizona corporation ("Therapeutics").

RECITALS

- A. LLC is engaged in the research and development of pharmaceutical products.
- B. LLC and Therapeutics desire to cause LLC to merge into Therapeutics pursuant to the terms and conditions of this Agreement, with Therapeutics as the surviving business entity (the "Merger"), whereupon Therapeutics will continue the business activities of LLC.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, provisions, representations and warranties herein, and in accordance with the applicable Arizona Revised Statutes, LLC and Therapeutics hereby adopt the following plan of merger:

1. Names of Parties. The names of the parties to the Merger are as set forth in the introductory paragraph to this Agreement.

2. Surviving Entity. Therapeutics will be the surviving entity of the Merger.

3. Terms and Conditions of Merger. The terms and conditions of the Merger are as follows:

3.1 Upon effecting the Merger, the separate existence of LLC shall cease and Therapeutics shall continue as the survivor of the Merger.

3.2 Therapeutics shall succeed to, without other transfer, and shall possess and enjoy all of the rights, privileges, immunities and powers of each of the merging entities and shall be subject to all the duties and liabilities of a corporation organized under the laws of the State of Arizona.

3.3 Therapeutics shall possess all the rights, privileges, immunities, powers, and franchises, of a public as well as of a private nature, of each of the merging entities. All property, real, personal and mixed, and all debts due on whatever account, including all and every other interest of or belonging to or due to each of the entities so merged, shall be taken and deemed to be transferred to and vested in Therapeutics without further act or deed. The title to any real estate, or any interest therein, vested in any of such entities shall not revert or be in any way impaired by

reason of the Merger. Therapeutics shall henceforth be responsible and liable for all the liabilities and obligations of each of the entities so merged and any claim existing or action or proceeding pending by or against such entity may be prosecuted as if such Merger had not taken place. Neither the rights of creditors nor any liens upon the property of any entity participating in the Merger shall be impaired by the Merger.


4. Articles of Merger. Effective Date. Promptly following the execution of this Agreement, LLC and Therapeutics shall cause articles of merger (the "Articles of Merger") to be executed and filed with the Arizona Secretary of State in accordance with applicable Arizona Revised Statutes. Dr. Evan C. Unger is hereby appointed to execute the Articles of Merger on behalf of LLC and Therapeutics. The Merger shall become effective on the date on which the Articles of Merger are filed with the Arizona Corporation Commission (the "Effective Date").

5. Manner and Basis of Converting Interests. As of the Effective Date, by virtue of the Merger and without any further action on the part of the holders of any ownership interests in LLC ("Units"), the Units in LLC held by each Member thereof shall automatically be converted into that number of voting common shares of stock in Therapeutics equal to the number of Units multiplied by __ and held by each Member, and the common shares of Therapeutics held by LLC shall be canceled.

6. Delivery of Shares. As soon as practicable following the Merger, Therapeutics shall issue share certificates evidencing the issuance of shares pursuant to Section 5 hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

IMARX THERAPEUTICS, INC.,
an Arizona corporation

By: 
Dr. Evan C. Unger, President

IMARX, LLC,
an Arizona limited liability company

By: 
Dr. Evan C. Unger, Manager



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MARCH 28, 2001

PTAS

WOODCOCK WASHBURN KURTZ ET AL
SUZANNE E. MILLER, ESQ.
ONE LIBERTY PLACE - 46TH FLOOR
PHILADELPHIA, PA 19103



101624248A

**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/26/2001

(REEL/FRAME: 011425/0046
NUMBER OF PAGES: 47)

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

✓ IMARX PHARMACEUTICAL CORP. AN
ARIZONA CORPORATION

DOC DATE: 10/07/1999

ASSIGNEE:

✓ IMARX, LLC
✓ 1635 E. 18TH STREET
AN ARIZONA LIMITED LIABILITY
COMPANY
TUCSON, ARIZONA 85719

SERIAL NUMBER: 07507125
PATENT NUMBER:

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011425/0046 PAGE 6

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FILING DATE: 07/02/1997
ISSUE DATE: 02/22/2000

SHARON LATIMER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

03-27-2001



101624248

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Submission Type

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☐ **Resubmission (Non-Recordation)**
Document ID#
☐ **Correction of PTO Error**
Reel # Frame #
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Reel # Frame #

Conveyance Type

☒ **Assignment** ☐ **Security Agreement**
☐ **License** ☐ **Change of Name**
☐ **Merger** ☐ **Other**
U.S. Government
(For Use ONLY by U.S. Government Agencies)
☐ **Departmental File** ☐ **Secret File**

Conveying Party(ies)

☐ **Mark if additional names of conveying parties attached** Execution Date
Month Day Year
10 07 1999

Name (line 1) IMARX PHARMACEUTICAL CORP.

Name (line 2) AN ARIZONA CORPORATION

Second Party

Name (line 1)

Name (line 2)

Receiving Party

☐ **Mark if additional names of receiving parties attached**

Name (line 1) IMARX, LLC

Name (line 2) AN ARIZONA LIMITED LIABILITY COMPANY

Address (line 1) 1635 E. 18th STREET

Address (line 2)

Address (line 3) TUCSON AZ/USA 85719

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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03/28/2001 GTDN11 00000082 233050 07507125

01 FC:581 3440.00 OP
02 FC:584 120.00 CH 120.00 OP

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address

Area Code and Telephone Number (215) 568-3100

Name SUZANNE E. MILLER, ESQ.

Address (line 1) WOODCOCK WASHBURN KURTZ

Address (line 2) MACKIEWICZ & NORRIS, LLP

Address (line 3) ONE LIBERTY PLACE - 46th FLOOR

Address (line 4) PHILADELPHIA, PA 19103

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s)

☒ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

07/507,125 09/198,202 08/574,373
08/574,371 07/532,213 07/708,731
07/969,426 09/060,396 07/716,899

Patent Number(s)

5,143,716 5,320,826 5,449,508
5,525,326 5,885,549 5,368,840
5,658,550 5,624,661 5,645,816

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved. # 86

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 3,440.00

Method of Payment:
Deposit Account

Enclosed ☐ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

23-2050

Authorization to charge additional fees:

Yes ☒ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

S. Maurice Vania
Name of Person Signing

S. Maurice Vania
Signature

3-23-01
Date

REG. NO. 47,966

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3) City State/Country Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3) City State/Country Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Application Number(s) or Patent Number(s)

☒ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

07/765,921 07/704,542 07/794,437

08/909,157 08/159,674 08/209,531

08/935,601 08/968,776 08/247,656

09/272,468 08/212,553 09/613,210

08/706,824 08/841,169 08/640,554

Patent Number(s)

5,681,542 5,985,244 5,420,176

5,639,442 5,714,528 5,714,529

5,948,387 6,024,939 5,149,319

5,209,720 5,580,575 5,770,222

5,385,719 5,458,127 5,517,993

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)	<input type="text"/>	Execution Date Month Day Year <input type="text"/>
Name (line 2)	<input type="text"/>	
Name (line 1)	<input type="text"/>	Execution Date Month Day Year <input type="text"/>
Name (line 2)	<input type="text"/>	
Name (line 1)	<input type="text"/>	Execution Date Month Day Year <input type="text"/>
Name (line 2)	<input type="text"/>	

Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)	<input type="text"/>	<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)		
Name (line 2)	<input type="text"/>			
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Address (line 3)	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	City	State/Country	Zip Code	

Application Number(s) or Patent Number(s)

☒ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
08/785,661	08/823,791	08/925,353	5,312,617	5,466,438	5,624,662
09/540,448	08/877,826	08/851,780	5,762,910	6,010,682	5,358,702
09/496,761	09/075,477	08/932,273	5,976,500	5,733,572	5,407,657
08/971,540	08/993,165	09/593,117	5,824,312	5,628,327	6,013,035
09/294,623	09/291,502	09/413,110	5,558,092	5,736,121	5,874,062

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)		Execution Date Month Day Year	
Name (line 2)			
Name (line 1)		Execution Date Month Day Year	
Name (line 2)			
Name (line 1)		Execution Date Month Day Year	
Name (line 2)			

Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)		<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)		
Name (line 2)				
Address (line 1)				
Address (line 2)				
Address (line 3)	City	State/Country	Zip Code	<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)
Name (line 1)				
Name (line 2)				
Address (line 1)				
Address (line 2)				
Address (line 3)	City	State/Country	Zip Code	

Application Number(s) or Patent Number(s)

☒ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

09/371,193	60/118,551	60/046,379	5,922,304	6,030,348	6,028,066
			5,977,538	6,088,613	

— ASSIGNMENT, ASSUMPTION AND LICENSE AGREEMENT

ASSIGNMENT, ASSUMPTION AND LICENSE AGREEMENT dated as of October 7, 1999 (the "Agreement") by and between IMARX, LLC, an Arizona limited liability company ("Purchaser") and IMARX PHARMACEUTICAL CORP., an Arizona corporation ("Seller"). Capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Technology Agreements (as defined below).

RECITALS

A. Seller is engaged in the research and development of pharmaceutical products. Among other assets, Seller owns certain patents and patent applications in the field of ultrasound diagnostic imaging. Seller has previously assigned and/or licensed certain of its patents and patent applications to DuPont Pharmaceuticals Company ("DuPont") pursuant to the Assignment and License Agreement dated October 23, 1995 and the License and Marketing Agreement dated October 23, 1995, and amendments thereto (hereinafter collectively referred to as the "Technology Agreements").

B. DuPont has made an offer to acquire the stock of Seller, provided that Seller divests itself of certain assets and liabilities. The parties anticipate that Seller will be merged into a subsidiary of DuPont (the "Merger") pursuant to an Agreement and Plan of Merger (the "Acquisition Agreement").

C. Purchaser will assume all liabilities of Seller other than those liabilities specifically retained by Seller and accepted by DuPont in the Acquisition Agreement (the "Assumed Liabilities"). Purchaser wishes to acquire certain assets of Seller (including the "Physical Assets and Receivables" and the "Category III Assets") identified on Exhibit A. Seller wishes to license the Category III Assets back from Purchaser for use within the field of contrast enhancement of diagnostic ultrasound imaging, but specifically excluding targeted and tissue specific diagnostic ultrasound products. This field of use is referred to herein as "CEDUI."

D. Purchaser wishes to license from Seller certain assets to be acquired by DuPont in connection with the Acquisition Agreement (the "Category II Assets") identified on Exhibit B for use outside of CEDUI.

E. Seller wishes to secure from Purchaser a right of first negotiation with respect to new products developed by Purchaser in the fields of thrombus imaging and sonothrombolysis.

F. The parties wish to agree on certain procedures and responsibilities for addressing certain claims of infringement that may arise from Seller's practice of its technology.

G. The execution and delivery of this Agreement by Purchaser is a condition to the obligations of Seller to consummate the transactions contemplated by the Acquisition Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and of the agreements and covenants set forth in the Acquisition Agreement, Purchaser and Seller agree as follows:

1. Assignment of Assets.

- a. Seller hereby grants, conveys, sells, transfers and assigns to Purchaser, free and clear of all debts, obligations, liens and encumbrances (other than the Assumed Liabilities, as that term is defined below) all of the assets described on Exhibit A

~~hereto~~; provided, however, that the Category III Assets shall not include any Assets to be acquired by DuPont in the Merger.

- b. Seller hereby assigns to Purchaser its rights under the Assigned Patents, as that term is defined in the Technology Agreements, which rights are fully set forth and described in Section 3 of the Assignment and License Agreement dated October 23, 1995. Purchaser's license rights granted therein will survive any termination, cancellation, or modification of the Assignment and License Agreement by Seller.
2. Assignment of Name. Effective as of the date of Closing pursuant to the Acquisition Agreement, Seller hereby assigns the name "ImaRx Pharmaceuticals" along with any variations thereof to Purchaser along with the goodwill associated with the Category III Assets. Seller will execute any additional documents necessary to transfer the name to Purchaser.
3. Assumption of Liabilities. Seller hereby assigns to Purchaser, and Purchaser hereby assumes and agrees to pay, perform and discharge, and to indemnify Seller against and hold it harmless from all of the liabilities and obligations of Seller accrued or arising before the Closing (as that term is described in the Acquisition Agreement), including without limitation those Liabilities set forth on Exhibit D hereto (the "Assumed Liabilities"); provided, however, that the Assumed Liabilities shall not include any liabilities or obligations to be assumed by DuPont in the Merger as provided in the Acquisition Agreement.
4. License by Seller. Seller hereby grants to Purchaser an exclusive, transferable license to the Category II Assets, with right to sublicense, to make, have made, import, use, and sell product derived from the Category II Assets, worldwide, for every field of use outside of CEDUI. Seller also grants to Purchaser the right to file and prosecute divisional applications for patent claims relating solely to fields of use outside of CEDUI arising from patent applications included within Category II Assets, provided that Purchaser will be solely responsible for all costs and expenses incurred in connection with such filing and prosecution and further provided that Purchaser will have no right to practice, transfer, license, or otherwise exploit any patents issuing from such applications within CEDUI. Seller expressly retains all rights to the Category II Assets within CEDUI, including, without limitation, all rights relating to the product Definity®, all related products (including, without limitation, MRX-421A1 and MRX-132), all back-up products, next-generation products, and improvements thereto.
5. License by Purchaser. Upon assignment of the Category III Assets, Purchaser grants to Seller an exclusive, transferable license to the Category III Assets, with right to sublicense, to make, have made, import, use, and sell products derived from the Category III Assets, worldwide, within CEDUI. Purchaser expressly retains all rights to the Category III Assets outside CEDUI.
6. Seller's Right of First Negotiation to Purchaser's Products. If Purchaser develops products or technology in the area of thrombus imaging or sonothrombolysis, (collectively, "New Product"), Purchaser will offer to Seller an exclusive license to the New Product for development and commercialization before offering the New Product to any third party for license. In connection therewith, Purchaser will provide Seller with all relevant information requested by Seller and reasonably available to Purchaser concerning the New Product. Seller will then have ninety (90) days within which to make an offer for the New Product. If Seller makes such an offer, the parties will negotiate promptly and in good faith to arrive at an agreement. If the parties fail to reach such an agreement within a reasonable period, Purchaser may assign, license, or otherwise transfer rights in the New Product to a third party, but only on terms that are, on balance,

not less favorable to Purchaser than the last written offer of Seller, as reasonably determined by Purchaser, or may pursue commercial development of the New Product on its own, at Purchaser's election.

7. Representations and Warranties.

a. By Seller. Seller represents and warrants as follows:

- (i) Seller is the sole owner of the Category II Assets and Category III Assets and, subject to any limited rights that the U.S. government might have, has the legal authority to assign the Category III Assets and to license the Category II Assets to Purchaser and otherwise to enter into and perform all of its obligations set forth herein;
- (ii) all corporate and other formalities necessary to authorize execution, delivery and performance of this Agreement (and all other documents executed and delivered in connection herewith) on behalf of Seller have been taken; and

Seller makes no other warranties, express or implied, except as expressly set forth in this Agreement. In particular, and without limitation, Seller makes no implied or express warranties of noninfringement or validity or any other representation or warranty whatsoever regarding Patents or Product.

b. By Purchaser. Purchaser represents and warrants as follows:

- (i) Purchaser has the legal authority to accept the assignment of Category III Assets and the license to Category II Assets granted hereunder and otherwise to perform all of its obligations set forth herein;
- (ii) all LLC and other formalities necessary to authorize execution, delivery and performance of this Agreement (and all other documents executed and delivered in connection herewith) on behalf of Purchaser have been taken.

Purchaser makes no other warranties, express or implied, except as expressly set forth in this Agreement. In particular, and without limitation, Purchaser makes no implied or express warranties of noninfringement or validity or any other representation or warranty whatsoever regarding Patents or Product.

8. Intellectual Property Protection.

- a. Claim of Infringement. If Purchaser discovers that a third party claims that practice of the Category II Assets infringes a patent or other intellectual property right of such third party, then Purchaser will promptly so notify Seller and Seller shall have sole authority to defend against or settle any such claim of infringement, provided that no settlement will impair Purchaser's license granted by Section 4 above. If Seller discovers that a third party claims that practice of the Category III Assets infringes a patent or other intellectual property right of such third party, then Seller will promptly so notify Purchaser and Purchaser shall have sole authority to defend against or settle any such claim of infringement, provided that no settlement will impair Seller's license granted by Section 5 above.

- b. Infringement of Patents. If either party becomes aware that a third party is or may be infringing the Patents, it shall promptly so notify the other party. If the infringement related to Category II Assets, Seller shall have authority to pursue a claim for infringement. If Seller fails to resolve such infringement or institute an infringement action against the third party within one hundred twenty (120) days after Seller becomes aware of the infringement, Seller will assign its rights to pursue the infringement to Purchaser. If there is infringement related to Category III Assets, Purchaser shall have authority to pursue a claim for infringement. If Purchaser fails to resolve such infringement or institute an infringement action against the third party within one hundred twenty (120) days after Purchaser becomes aware of the infringement, then Purchaser shall assign its rights to pursue the infringement to Seller.
9. Claim of Infringement of Sonus Patents. Notwithstanding anything to the contrary contained in Section 8 above, the provisions of this Section 9 will apply to and govern any claim asserted (whether by litigation or otherwise) by Sonus Pharmaceuticals, Inc. and/or its licensees or assignees (collectively, "Sonus") within five years of the date of this Agreement that Seller's manufacture or sale of the product known as Definity® infringes a patent or other intellectual property right of Sonus (a "Sonus infringement claim"). If Seller receives a Sonus infringement claim, it will promptly so notify Purchaser, and the parties will proceed as follows:
- a. Seller will keep Purchaser informed of developments relevant to the Sonus claim and will consider Purchaser's recommendations for proceeding, although Seller will have the final authority;
 - b. Seller will use all commercially reasonable efforts to defeat or resolve a Sonus claim, including but not limited to cross licensing its diagnostic technology to Sonus;
 - c. Purchaser will use all commercially reasonable efforts in cooperation with Seller and in support of Seller's efforts, including the commitment of all reasonable amounts of Dr. Evan Unger's time, subject to reimbursement by Seller of Purchaser's out of pocket costs (which will not include the value of Dr. Unger's time);
 - d. At Seller's election, if these commercially reasonable efforts fail to resolve the Sonus claim and Seller believes it is at substantial risk of losing the ability to manufacture or sell Definity® in a commercially significant geographic market, Purchaser will grant to Seller a transferable covenant not to sue Sonus for infringement of Purchaser's Category III assets to the extent necessary to allow Sonus to manufacture and sell its therapeutic products, provided that Seller receives a reciprocal covenant from Sonus, which Seller will then transfer to Purchaser;
 - e. The covenant referenced in Paragraph 9.d above will be drawn as narrowly as possible to allow Sonus to manufacture and sell Sonus's therapeutic products, and will not be construed as a license to allow Sonus to manufacture or sell products developed by Purchaser or to grant Sonus and rights in any safety or efficacy data developed by Purchaser relating to those products; and
 - f. If Seller directs Purchaser to provide a covenant pursuant to Paragraph 9.d, Seller will pay Purchaser the sum of \$1.5 million in partial compensation for Purchaser's delivery of the covenant.

10. Indemnification.

- a. Seller shall indemnify, defend, and hold Purchaser harmless from any and all claims, demands, lawsuits, and associated costs and expenses, including reasonable attorneys' fees and cost of settlement, arising out of Seller's manufacture, promotion, marketing, and sale of products derived from or based on Category III Assets; provided, however, that Seller shall not be obligated to indemnify, defend, and hold Purchaser harmless where the claim, demand, lawsuit, and associated costs and expenses, including reasonable attorneys' fees and cost of settlement arises out of the breach of this Agreement by Purchaser and further provided that Purchaser promptly notifies Seller upon becoming aware of any such claims. Seller shall have the right to conduct the defense of any such claim but if Seller fails after reasonable notice from Purchaser to conduct such defense, Purchaser shall have the right to do so and Seller will reimburse Purchaser for all reasonable costs and expenses of defending the action, including attorneys' fees and costs of settlement.
- b. Purchaser shall indemnify, defend, and hold Seller harmless from any and all claims, demands, lawsuits, and associated costs and expenses, including reasonable attorneys' fees and cost of settlement, arising out of Purchaser's manufacture, promotion, marketing, and sale of products derived from or based on Category II Assets; provided however, that Purchaser shall not be obligated to indemnify, defend, and hold Seller harmless where the claim, demand, lawsuit, and associated costs and expenses, including reasonable attorneys' fees and cost of settlement arises out of the breach of this Agreement by Seller and further provided that Seller promptly notifies Purchaser upon becoming aware of any such claims. Purchaser shall have the right to conduct the defense of any such claim but if Purchaser fails after reasonable notice from Seller to conduct such defense, Seller shall have the right to do so and Purchaser will reimburse Seller for all reasonable costs and expenses of defending the action, including attorneys' fees and costs of settlement.

11. Rights to Improvements in Product or Manufacturing. All assignments and licenses hereunder include such rights to improvements as Seller has received or is entitled to receive from DuPont pursuant to Section 5 of the Assignment and License Agreement dated October 23, 1995, through the date of the Closing of the Acquisition Agreement, to the extent that such improvements apply outside the field of CEDUI.

12. Maintenance and Prosecution of Patents

- a. Seller may elect not to prosecute or maintain a patent within the Category II Assets if it reasonably concludes that such patent has no significant value to Seller within the field of CEDUI. In that event, it will so notify Purchaser. Purchaser will, within ninety (90) days of receipt of such notice, notify Seller whether it wishes to acquire the patent from Seller. During this ninety (90) day period, Seller will take any action necessary to continue to prosecute or maintain the patent. Purchaser will reimburse Seller for its out-of-pocket costs incurred in such actions. Upon notice by Purchaser that it wishes to acquire the patent from Seller, Seller will assign the patent to Purchaser, transfer any files or other documents relating to the patent to Purchaser, and Purchaser will thereafter be solely responsible for prosecution or maintenance of the Patent, including all costs associated therewith. Seller agrees to execute any additional documents necessary to perfect Purchaser's rights to the patent. Purchaser agrees that,

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

IMARX PHARMACEUTICAL CORP.,
an Arizona corporation

By: Evan Unger
Dr. Evan Unger
Its: President

IMARX, LLC,
an Arizona limited liability company

By: Evan Unger
Dr. Evan Unger
Its: Manager

AMENDMENT TO ASSIGNMENT, ASSUMPTION AND LICENSE AGREEMENT

THIS AMENDMENT to the Assignment, Assumption and License Agreement dated as of October 7, 1999 (the "Agreement") by and between IMARX, LLC, an Arizona limited liability company ("Purchaser") and IMARX PHARMACEUTICAL CORP., an Arizona corporation ("Seller") is entered into and effective this 7th day of July, 2000 by and between IMARX THERAPEUTICS, INC., successor in interest to Purchaser ("ImaRx") and DuPont Contrast Imaging, Inc. ("DuPont"), successor in interest to Seller. Capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Agreement.

RECITALS

A. Purchaser and Seller entered into the Agreement as of October 7, 1999. Thereafter, Seller was merged into DuPont.

B. Exhibit A and Exhibit B to the Agreement were incomplete. The parties now wish to correct this error by amending Exhibit A and Exhibit B to conform to the parties' original understanding.

NOW, THEREFORE, in consideration of the foregoing premises and of the agreements and covenants set forth in the Agreement, the parties agree as follows:

AGREEMENT

1. Assignment of Assets. Attached hereto is Exhibit E. Exhibit E sets forth additional Category III Assets that were intended to be and hereby are included in Exhibit A, effective as of the date of the Agreement. DuPont will execute any other or further documents reasonably deemed necessary to reflect the transfer of the assets set forth in Exhibit E to ImaRx in accordance with the terms of the Agreement.
2. License of Assets. Attached hereto is Exhibit F. Exhibit F sets forth additional Category II Assets that were intended to be and hereby are included in Exhibit B, effective as of the date of the Agreement. The Assets set forth in Exhibit F are subject to the license terms of Paragraph 4 of the Agreement, effective as of the date of the Agreement.
3. No Warranty. DuPont believes that it has not assigned, conveyed, licensed or otherwise transferred any interest in any asset listed on Exhibit E to any other person or entity. DuPont believes that it has not licensed or otherwise transferred any interest in any asset listed on Exhibit F that would conflict with or be contrary to the exclusive license to ImaRx as provided in Paragraph 4 of the Agreement. Notwithstanding anything to the contrary, DuPont makes no warranty, express or implied, regarding the assets listed on Exhibit E and specifically disclaims any responsibility for any action or inaction with respect to the assets, including action or inaction with regard to the prosecution of any patents or any other protection of any intellectual property embodied or reflected in Exhibit E and Exhibit F.

during the period from the date of the Agreement to the date of this Amendment.

4. Continued Effect. Except as amended hereby, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GJB

DUPONT CONTRAST IMAGING INC,
a Delaware general partnership

By:

Nicholas L. Teta

Its:

MARX THERAPEUTICS, INC.,
an Arizona corporation

By:

Dr. Evan Unger

Its:

EXHIBIT A
PHYSICAL ASSETS AND RECEIVABLES AND CATEGORY III ASSETS

PHYSICAL ASSETS AND RECEIVABLES

1. Cash in the amount of \$104,012.
2. All of the right, title and interest of ImaRx in that tangible personal property set forth on Schedule 1, attached hereto and incorporated by reference herein.
3. All of the inventories of ImaRx.
4. All accounts receivable of ImaRx as of the effective date of the Merger, including trade accounts receivable.
5. All amounts receivable from the National Institutes of Health pursuant to a grant awarded to ImaRx dated July 29, 1990.
6. All amounts receivable from employees of ImaRx as of the effective date of the Merger.
7. All rights and privileges in and amounts receivable by ImaRx under that certain agreement with BRAACO International and BRAACO Diagnostic Inc. dated December 4, 1998.

CATEGORY III ASSETS

1. UNGR 0350
United States - Pending - 08/942,862 (UNGR 1227)
2. UNGR 0480
United States - Pending - 08/741,598 (UNGR C991), 09/052,075 (UNGR 1283)
3. UNGR 0570
United States - Pending - 08/947,305 (UNGR 1223)
4. UNGR 1172 family
United States - Pending - USSN 08/929,847 - first Office Action
Europe - Pending - UNGR 1501 (States: AT, BE, DK, FR, DE, GB, GR, IE, IT, LU, NE, ES, SE, CH)

5. UNGR 1269 family

United States - Pending - USSN 08/982,829 - first Office Action

**EXHIBIT B
CATEGORY II ASSETS**

1. UNGR 0019 family

United States – Issued – 5,088,499 (UNGR-0019), 5,230,882 (UNGR-0095),
5,352,435 (UNGR-0279), 5,456,901 (UNGR-0574)

United States – Allowed – 08/665,719 (UNGR-0728), 08/888,426 (UNGR-1190)

Europe – UNGR 0029, 0628 (States: AT, BE, DK, FR, DE, GB, GR, IT, LU, NE,
ES, SE, CH/LU)

Japan – UNGR 0043

2. UNGR 0046

United States – Issued – 5,205,290 (UNGR-0046), 5,281,408 (UNGR-0295),
5,456,900 (UNGR-0346), 5,547,656 (UNGR-0664), 5,527,521 (UNGR-0665)

United States – Pending – 08/878,233 (UNGR-1174)

United States – Abandoned – UNGR 0875

Europe – UNGR 0099 (States: AT, BE, DK, FR, DE, GB, GR, IT, LU, MO, NE, ES,
SE, CH/LU)

Japan – UNGR 0114

3. UNGR 0048

United States – Issued – 5,305,757 (UNGR-0299), 5,348,016 (UNGR-0319)

United States – Pending – 08/000,522

4. UNGR 0298

United States – Issued – 5,469,854 (UNGR-0298), 5,715,824 (UNGR-0686)

United States – Allowed – 08/758,179 (UNGR-0988)

Europe – UNGR 0448 (States: AT, BE, DK, FR, DE, GB, GR, IT, LU, NE, ES, SE,
CH/LU)

Japan – UNGR 0466

5. UNGR 0348

United States – Issued – 5,542,935 (UNGR-0348)

United States – Pending – 08/485,998 (UNGR-0692)

Europe – UNGR 0487 (States: AT, BE, DK, FR, DE, GB, GR, IT, LU, NE, ES, SE,

CH)

Japan - UNGR 0504

6. UNGR 0350

United States - Issued - 5,585,112 (UNGR-0350), 5,853,752 (UNGR-0685)

Europe - UNGR 0509 (States: AT, BE, DK, FR, DE, GB, GR, IE, IT, LU, NE, ES, SE, CH)

Japan - UNGR 0526

7. UNGR 0480

United States - Issued - 5,5773,024 (UNGR-0480)

Europe - UNGR 0697 (States: AT, BE, DK, FR, DE, GB, GR, IE, IT, LU, NE, ES, SE, CH)

Japan - UNGR 0714

8. UNGR 0570

United States - Issued - 5,705,187 (UNGR-0570)

Europe - UNGR 0889 (States: AT, BE, DK, FI, FR, DE, GB, GR, IE, IT, LU, MO, NE, PT, ES, SE, CH)

Japan - UNGR 0906

9. UNGR 0571

United States - Issued - 5,656,211 (UNGR-0571)

United States - Pending - 08/833,489 (UNGR-1035)

Europe - UNGR 0815 (States: AT, BE, DK, FI, FR, DE, GB, GR, IE, IT, LU, MO, NE, PT, ES, SE, CH)

Japan - UNGR 0832

10. UNGR 0725

United States - Allowed - 08/666,129 (UNGR-0725)

Europe - UNGR 1009 (States: FR, GB, DE, NE)

Japan - UNGR 1027

11. UNGR 0733

United States - Issued - 5,776,429 (UNGR-0733)

United States – Pending – 09/026,326 (UNGR 1286)

Europe – UNGR 1046 (States: AT, BE, DK, FI, FR, DE, GB, GR, IE, IT, LU, MO, NE, PT, ES, SE, CH)

Japan – UNGR 1064

12. UNGR 1550 family

United States – Pending – USSN 08/243,640 – awaiting first Office Action ;not eligible for foreign filing until 2/3/2000

13. UNGR 0992 and 1030 – Interference applications

14. UNGR 1032

United States – Pending – UNGR 1032, 1192

**EXHIBIT C
ASSUMED LIABILITIES**

1. **Promissory Note Payable to the order of Thomas Fritz dated September 30, 1998.**
2. **Promissory Note Payable to Bank One, N.A. dated April 10, 1999.**
3. **Master Finance Lease Payable to Zions Credit Corporation dated January 21, 1999.**
4. **All accounts payable by ImaRx as of the effective date of the Merger.**
5. **All accrued salaries, bonuses, and deferred employee compensation payable by ImaRx as of the effective date of the Merger.**
6. **All income, sales, transaction privilege, use, excise, payroll and other taxes payable by ImaRx to any government, governmental agency, or subdivision thereof, as of the effective date of the Merger.**
7. **All other liabilities of ImaRx as of the date of the Merger, other than those liabilities specifically retained by ImaRx and accepted by du Pont in the Acquisition Agreement, as set forth in Section 3.11 of the Disclosure Schedule to the Agreement and Plan of Merger.**

EXHIBIT E

{ISSUED and PENDING US Patents followed by Foreign Files (if any)}

Lumenhance Patent Families

WWKMN Docket Series (UNGR 0018 and UNGR 0026)

US 5,143,716; US 5,320,826; US 5,449,508; US 5,525,326; US 5,885,549
US 5,368,840; US 5,658,550; US 5,624,661; US 5,645,816; US 5,681,542
US 5,985,244

Other files: USSN 07/507,125 (abandoned)
 USSN 09/198,202 (abandoned)

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-0018 and UNGR-0026)

Corresponding to UNGR-0018

UNGR-0050 PCT App. No. PCT/US91/02429
UNGR-0051 EPO Application Number 91908011.9;
 now EP Patent No. 0526503
UNGR-0052 Austria
UNGR-0053 Belgium
UNGR-0054 Denmark
UNGR-0055 France
UNGR-0056 United Kingdom
UNGR-0057 Germany
UNGR-0058 Greece
UNGR-0059 Italy
UNGR-0060 Luxembourg
UNGR-0061 Netherlands
UNGR-0062 Spain
UNGR-0063 Sweden
UNGR-0064 Switzerland
UNGR-0065 Japan App. No. 507878/1991
UNGR-0321 PCT App. No. PCT/US93/09083
UNGR-0322 Australia App. No. 51387/93; now Australia Serial No. 671862
UNGR-0322 Australia App. No. 51387/93;
 now Australia Serial No. 671862
UNGR-0323 Canada App. No. 2,146,986
UNGR-0324 EPO App No. 93922369.9
UNGR-0325 Austria
UNGR-0326 Belgium
UNGR-0327 Denmark

UNGR-0328 France
UNGR-0329 Germany
UNGR-0330 Great Britain
UNGR-0331 Greece
UNGR-0332 Ireland
UNGR-0333 Italy
UNGR-0334 Luxembourg
UNGR-0335 Monaco
UNGR-0336 Netherlands
UNGR-0337 Portugal
UNGR-0338 Spain
UNGR-0339 Sweden
UNGR-0340 Switzerland
UNGR-0341 Japan App. No. 510017/1994
UNGR-0670 EPO App. No. 95111117.8;
now European Patent No. 0693288
UNGR-0671 Austria - closed
UNGR-0672 Belgium - closed
UNGR-0673 Denmark - closed
UNGR-0674 France
UNGR-0675 Great Britain
UNGR-0676 Germany
UNGR-0677 Greece - closed
UNGR-0678 Italy
UNGR-0679 Luxembourg - closed
UNGR-0680 Netherlands
UNGR-0681 Spain
UNGR-0682 Sweden - closed
UNGR-0683 Switzerland
UNGR-0982 Australia App. No. 70480/96;
now Australia Serial No. 687690

Corresponding to UNGR-0026

UNGR-0194 PCT App. No. PCT/US92/03707
UNGR-0195 Australia App. No. 19005/92;
now Australian Serial No. 674285
UNGR-0196 Canada App. No. 2,133,746
UNGR-0197 EPO App. No. 92911636.6
UNGR-0198 Austria
UNGR-0199 Belgium
UNGR-0200 Denmark
UNGR-0201 France
UNGR-0202 Germany
UNGR-0203 Great Britain
UNGR-0204 Greece

UNGR-0205 Italy
UNGR-0206 Luxembourg
UNGR-0207 Monaco
UNGR-0208 Netherlands
UNGR-0209 Spain
UNGR-0210 Sweden
UNGR-0211 Switzerland
UNGR-0212 Japan App. No. 510977/92

SonoRx Patent Family

WWKMN Docket Series (UNGR 0020)

US 5,420,176; US 5,639,442; US 5,714,528; US 5,714,529; **US 5,948,387**
US 6,024,939

Pending: USSN 08/574,373
 USSN 08/574,371

Other files: USSN 07/532,213 (abandoned)
 USSN 07/708,731 (abandoned)
 USSN 07/969,426 (abandoned)

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-0020)

UNGR-0070 PCT App. No. PCT/US91/03850
UNGR-0071 Canada App. No. 2,081,560 (abandoned)
UNGR-0072 Australia App. No. 80858/91;
 now Australia Serial No. 650466 (abandoned)
UNGR-0073 EPO App. No. 91910712.8;
 now European Patent No. 0531421 (abandoned)
UNGR-0074 Austria (abandoned)
UNGR-0075 Belgium (abandoned)
UNGR-0076 Denmark (abandoned)
UNGR-0077 France (abandoned)
UNGR-0078 Germany (abandoned)
UNGR-0079 United Kingdom (abandoned)
UNGR-0080 Greece (abandoned)
UNGR-0081 Italy (abandoned)
UNGR-0082 Luxembourg (abandoned)
UNGR-0083 Netherlands (abandoned)
UNGR-0084 Spain (abandoned)

UNGR-0085 Sweden (abandoned)
UNGR-0086 Switzerland (abandoned)
UNGR-0087 Japan App. No. 510485/91
UNGR-0482 Australia App. No. 63196/94;
now Australia Serial No. 671538 (abandoned)
UNGR-0861 EPO App. No. 96104842.8 (abandoned)
UNGR-0862 Austria (abandoned)
UNGR-0863 Belgium (abandoned)
UNGR-0864 Denmark (abandoned)
UNGR-0865 France (abandoned)
UNGR-0866 Great Britain (abandoned)
UNGR-0867 Germany (abandoned)
UNGR-0868 Greece (abandoned)
UNGR-0869 Italy (abandoned)
UNGR-0870 Luxembourg (abandoned)
UNGR-0871 Netherlands (abandoned)
UNGR-0872 Spain (abandoned)
UNGR-0873 Sweden (abandoned)
UNGR-0874 Switzerland (abandoned)
UNGR-0915 Australia App. No. 48195/96;
now Australia Serial No. 686047 (abandoned)

Therapeutic Aerosomes Families

WWKMN Docket Series (UNGR 0023, UNGR 0067 and UNGR 0068)

US 5,149,319
US 5,209,720
US 5,580,575; US 5,770,222

Pending: USSN 09/060,396

Other files: USSN 07/716,899 (abandoned)
FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-0023, UNGR-0067 and UNGR-0068)

Corresponding to UNGR-0023*

UNGR-0175 - PCT App. No. PCT/US92/03705
UNGR-0176 Australia App. N . 19926/92;
now Australia Serial No. 678341 (abandoned)
UNGR-0177 Canada App. N . 2,118,016 (abandoned)
UNGR-0178 EPO App. No. 92912400.6

UNGR-0179 Austria
UNGR-0180 Belgium
UNGR-0181 Denmark
UNGR-0182 France
UNGR-0183 Germany
UNGR-0184 Great Britain
UNGR-0185 Greece
UNGR-0186 Italy
UNGR-0187 Luxembourg
UNGR-0188 Monaco
UNGR-0189 Netherlands
UNGR-0190 Spain
UNGR-0191 Sweden
UNGR-0192 Switzerland
UNGR-0193 Japan App. No. 519204/93
UNGR-1525 Australia App. No. 91369/98 (abandoned)

- * NOTE: The following foreign applications, although corresponding to the U.S. patent application UNGR-0023, were not listed since they contain subject matter which you have indicated was transferred to DuPont:

UNGR-1034, Australia App. No. 12212/97; now Australia Serial No. 694973;
UNGR-1155 Canada App. No. 2,211,517;
UNGR-1156 EPO App. No. 97202273.5 (and its corresponding country files
UNGR-1157 to UNGR-1170);
UNGR-1171 Japan App. No. 184624/97.

Corresponding to UNGR-0067

UNGR-0135 PCT App. No. PCT/US92/02610
UNGR-0136 Australia App. No. 21496/92;
now Australia Serial No. 661701 (abandoned)
UNGR-0137 Canada App. No. 2,110,487 (abandoned)
UNGR-0138 EPO App. No. 92912455.0;
now European Patent No. 0660687
UNGR-0139 Austria;
now Austria Patent No. AT E 172625 T1 (abandoned)
UNGR-0140 Belgium (abandoned)
UNGR-0141 Denmark (abandoned)
UNGR-0142 France (abandoned)
UNGR-0143 Germany;
now Germany Patent No. DE 692 27 468 T 2

UNGR-0144 Great Britain
UNGR-0145 Greece;
now Greece Patent No. 3028600 (abandoned)
UNGR-0146 Italy
UNGR-0147 Luxembourg (abandoned)
UNGR-0148 Monaco (abandoned)
UNGR-0149 Netherlands (abandoned)
UNGR-0150 Spain (abandoned)
UNGR-0151 Sweden (abandoned)
UNGR-0152 Switzerland
UNGR-0153 Japan App. No. 500845/93;
now Japan Patent No. 3053217

Corresponding to UNGR-0068

UNGR-0154 PCT App. No. PCT/US92/02614
UNGR-0155 Australia App. No. 20238/92;
now Australia Serial No. 667672
UNGR-0156 Canada App. No. 2,110,490
UNGR-0157 EPO App. No. 92912662.1
UNGR-0158 Austria
UNGR-0159 Belgium
UNGR-0160 Denmark
UNGR-0161 France
UNGR-0162 Germany
UNGR-0163 Great Britain
UNGR-0164 Greece
UNGR-0165 Italy
UNGR-0166 Luxembourg
UNGR-0167 Monaco
UNGR-0168 Netherlands
UNGR-0169 Spain
UNGR-0170 Sweden
UNGR-0171 Switzerland
UNGR-0172 Japan App. No. 500846/93
UNGR-0423 PCT App. No. PCT/US94/05620
UNGR-0424 Australia App. No. 70948/94;
now Australia Serial No. AU 684088 (abandoned)
UNGR-0425 Canada App. No. 2,164,843 (abandoned)
UNGR-0426 China App. 94192404.1 (abandoned)
UNGR-0427 EPO App. No. 94920019.0
UNGR-0428 Austria
UNGR-0429 Belgium
UNGR-0430 Denmark

UNGR-0431 France
UNGR-0432 Germany
UNGR-0433 Great Britain
UNGR-0434 Greece
UNGR-0435 Ireland
UNGR-0436 Italy
UNGR-0437 Luxembourg
UNGR-0438 Monaco
UNGR-0439 Netherlands
UNGR-0440 Portugal
UNGR-0441 Spain
UNGR-0442 Sweden
UNGR-0443 Switzerland
UNGR-0444 Japan App. No. 501807/95

Block MRI Copolymers Family

WWKMN Docket Series (UNGR 0045)

US 5,385,719; US 5,458,127; US 5,517,993

Other files: USSN 07/765,921 (abandoned)

FOREIGN –

Corresponding to WWKMN Docket Series (UNGR-0045)

UNGR-0235 PCT App. No. PCT/US92/08205
UNGR-0236 Australia App. No. 27524/92;
now Australia Serial No. 661344
UNGR-0237 Canada App. No. 2,116,357 (abandoned)
UNGR-0238 EPO App. No. 92921259.5 (abandoned)
UNGR-0239 Austria (abandoned)
UNGR-0240 Belgium (abandoned)
UNGR-0241 Denmark (abandoned)
UNGR-0242 France (abandoned)
UNGR-0243 Germany (abandoned)
UNGR-0244 Great Britain (abandoned)
UNGR-0245 Greece (abandoned)
UNGR-0246 Ireland (abandoned)
UNGR-0247 Italy (abandoned)
UNGR-0248 Luxembourg (abandoned)
UNGR-0249 Monaco (abandoned)
UNGR-0250 Netherlands (abandoned)

UNGR-0251 Spain (abandoned)
UNGR-0252 Sweden (abandoned)
UNGR-0253 Switzerland (abandoned)
UNGR-0254 Japan App. No. 506396/93

Memsomes Family

WWKMN Docket Series (UNGR 0066)

US 5,312,617; US 5,466,438; US 5,624,662 US 5,762,910; US 6,010,682

Other files: USSN 07/704,542 (abandoned)

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-0066)

UNGR-0214 PCT App. No. PCT/US92/04310
UNGR-0215 Australia App. No. 19987/92;
now Australia Serial No. 660033 (abandoned)
UNGR-0216 Canada App. No. 2,102,605 (abandoned)
UNGR-0217 EPO App. No. 92912134.1 (abandoned)
UNGR-0218 Austria (abandoned)
UNGR-0219 Belgium (abandoned)
UNGR-0220 Denmark (abandoned)
UNGR-0221 France (abandoned)
UNGR-0222 Great Britain (abandoned)
UNGR-0223 Germany (abandoned)
UNGR-0224 Greece (abandoned)
UNGR-0225 Italy (abandoned)
UNGR-0226 Luxembourg (abandoned)
UNGR-0227 Monaco (abandoned)
UNGR-0228 Netherlands (abandoned)
UNGR-0229 Spain (abandoned)
UNGR-0230 Sweden (abandoned)
UNGR-0231 Switzerland (abandoned)
UNGR-0232 Japan App. No. 500308/93
UNGR-0726 Australia App. No. 30536/95;
now Australia Serial No. 678724 (abandoned)

Nanogels

WWKMN Docket Series (UNGR 0089)

US 5,358,702; US 5,976,500

Other files: USSN 07/794,437 (abandoned)

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-0089)

UNGR-0259 PCT App. No. PCT/US92/08948
UNGR-0260 Australia App. No. 28940/92;
now Australia Serial No. 667491(abandoned)
UNGR-0261 Canada App. No. 2,121,681 (abandoned)
UNGR-0262 EPO App. No. 92922870.8 (abandoned)
UNGR-0263 Austria (abandoned)
UNGR-0264 Belgium (abandoned)
UNGR-0265 Denmark (abandoned)
UNGR-0266 France (abandoned)
UNGR-0267 Great Britain (abandoned)
UNGR-0268 Germany (abandoned)
UNGR-0269 Greece (abandoned)
UNGR-0270 Ireland (abandoned)
UNGR-0271 Italy (abandoned)
UNGR-0272 Luxembourg (abandoned)
UNGR-0273 Monaco (abandoned)
UNGR-0274 Netherlands (abandoned)
UNGR-0275 Spain (abandoned)
UNGR-0276 Sweden (abandoned)
UNGR-0277 Switzerland (abandoned)
UNGR-0278 Japan App. No. 509251/93 (abandoned)

Aerocreme

WWKMN Docket Series (UNGR 0343)

US 5,733,572

Pending: USSN 08/909,157

Other files: USSN 08/159,674 (abandoned)

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-0343)

UNGR-0547 PCT App. No. PCT/US94/13817
UNGR-0548 Australia App. No. 21850/95 (abandoned)
UNGR-0549 Canada App. No. 2,177,713
UNGR-0550 China App. No. 94194349.6
UNGR-0551 EPO App. No. 95908414.6
UNGR-0552 Austria
UNGR-0553 Belgium
UNGR-0554 Denmark
UNGR-0556 Great Britain
UNGR-0557 Germany
UNGR-0558 Greece
UNGR-0559 Ireland
UNGR-0560 Italy
UNGR-0561 Luxembourg
UNGR-0562 Monaco
UNGR-0563 Netherlands
UNGR-0564 Portugal
UNGR-0565 Spain
UNGR-0566 Sweden
UNGR-0567 Switzerland
UNGR-0568 Japan App. No. 515763/95
UNGR-1549 Australia App. No. 10043/99 (abandoned)

MRI Hybrids

(Prosecuted by A. Durando, Esq.)

US 5,407,657*

* Also include foreign equivalents Australia – AU 9524601 and Europe – EPO 822835

Sunscreen

WWKMN Docket Series (UNGR 0469)

US 5,824,312

Other files: USSN 08/209,531 (abandoned)

FOREIGN -

WWKMN Docket Series (UNGR-0469)

No foreign filing corresponding to UNGR-0469

Blopsy Device

WWKMN Docket Series (UNGR 0540)

US 5,628,327; US 6,013,035

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-0540)

No foreign filing corresponding to UNGR-0540

Transducer/Drug Delivery

WWKMN Docket Series (UNGR 0622)

US 5,558,092

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-0622)

UNGR-0920 PCT App. No. PCT/US96/07621

UNGR-0921 Australia App. No. 58756/96;

now Australia Serial No. 711788

UNGR-0922 Canada App. No. 2,220,756 (abandoned)

UNGR-0923 China App. No. 96194441.2 (abandoned)

UNGR-0924 EPO App. No. 96920466.8

UNGR-0925 Austria

UNGR-0926 Belgium

UNGR-0927 Denmark

UNGR-0928 Finland

UNGR-0929 France

UNGR-0930 Great Britain

UNGR-0931 Germany

UNGR-0932 Greece

UNGR-0933 Ireland

UNGR-0934 Italy
UNGR-0935 Luxembourg
UNGR-0936 Monaco
UNGR-0937 Netherlands
UNGR-0938 Portugal
UNGR-0939 Spain
UNGR-0940 Sweden
UNGR-0941 Switzerland
UNGR-0942 Japan App. No. 500706/97
UNGR-1581 Australia App. No. 44448/99

TomoRx

WWKMN Docket Series (UNGR 0477 and 0623)

US 5,736,121
US 5,874,062

Pending: USSN 08/935,601
 USSN 08/968,776

Other files: 08/247,656 (abandoned)

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-0477 and UNGR-0623)

Corresponding to UNGR-0477

UNGR-0599 PCT App. No. PCT/US95/06499
UNGR-0600 Australia App. No. 26013/95;
 now Australia Serial No. 700799; now Australia Patent No. AU-B-26013/95 (abandoned)
UNGR-0601 Canada App. No. 2,188,557 (abandoned)
UNGR-0602 China App. No. 95193160.1 (abandoned)
UNGR-0603 EPO App. No. 95920616.0 (aandoned)
UNGR-0604 Austria (abandoned)
UNGR-0605 Belgium (abandoned)
UNGR-0606 Denmark (abandoned)
UNGR-0607 France (abandoned)
UNGR-0608 Great Britain (abandoned)
UNGR-0609 Germany (abandoned)
UNGR-0610 Greece (abandoned)
UNGR-0611 Ireland (abandoned)
UNGR-0612 Italy (abandoned)

UNGR-0613 Luxembourg (abandoned)
UNGR-0614 Monaco (abandoned)
UNGR-0615 Netherlands (abandoned)
UNGR-0616 Portugal (abandoned)
UNGR-0617 Spain (abandoned)
UNGR-0618 Sweden (abandoned)
UNGR-0619 Switzerland (abandoned)
UNGR-0620 Japan App. No. 530494/95

Corresponding to UNGR-0623

UNGR-0642 PCT App. No. PCT/US95/06491
UNGR-0643 Australia App. No. 26454/95;
now Australia Serial No. 709471 (abandoned)
UNGR-0644 Canada App. No. 2,191,079 (abandoned)
UNGR-0645 China App. No. 95193274.8 (abandoned)
UNGR-0646 EPO App. No. 95921354.7 (abandoned)
UNGR-0647 Austria (abandoned)
UNGR-0648 Belgium (abandoned)
UNGR-0649 Denmark (abandoned)
UNGR-0650 France (abandoned)
UNGR-0651 Great Britain (abandoned)
UNGR-0652 Germany (abandoned)
UNGR-0653 Greece (abandoned)
UNGR-0654 Ireland (abandoned)
UNGR-0655 Italy (abandoned)
UNGR-0656 Luxembourg (abandoned)
UNGR-0657 Monaco (abandoned)
UNGR-0658 Netherlands (abandoned)
UNGR-0659 Portugal (abandoned)
UNGR-0660 Spain (abandoned)
UNGR-0661 Sweden (abandoned)
UNGR-0662 Switzerland (abandoned)
UNGR-0663 Japan App. No. 530490/95

MRI Aerosomes

WWKMN Docket Series (UNGR 0420)

US 5,922,304

Pending: USSN 09/272,468

Other files: USSN 08/212,553 (abandoned)

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-0420)

UNGR-0576 PCT App. No. PCT/US95/02782
UNGR-0577 Australia - closed
UNGR-0578 Canada - closed
UNGR-0579 China - closed
UNGR-0580 EPO App. No. 95914685.3
UNGR-0581 Austria - closed
UNGR-0582 Belgium - closed
UNGR-0583 Denmark - closed
UNGR-0584 France
UNGR-0585 Great Britain
UNGR-0586 Germany
UNGR-0587 Ireland - closed
UNGR-0588 Italy - closed
UNGR-0589 Luxembourg - closed
UNGR-0590 Monaco - closed
UNGR-0591 Netherlands - closed
UNGR-0592 Portugal - closed
UNGR-0593 Spain - closed
UNGR-0594 Sweden - closed
UNGR-0595 Switzerland - closed
UNGR-0596 Japan App. No. 523574/95
UNGR-0969 Greece - closed
UNGR-0970 Finland - closed

Biopsy Levelling Device

WWKMN Docket Series (UNGR 0943)

US 6,030,348

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-0943)

No foreign filing corresponding to UNGR-0943

Fluorinated Prodrugs

WWKMN Docket Series (UNGR 1114)

US 6,028,066

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-1114)

UNGR-1368 PCT App. No. PCT/US98/07712
UNGR-1370 Australia - closed
UNGR-1371 Brazil - closed
UNGR-1372 Canada - closed
UNGR-1373 EPO App. No. 98915610.4 - closed
UNGR-1374 Austria - closed
UNGR-1375 Belgium - closed
UNGR-1376 Cyprus - closed
UNGR-1377 Denmark - closed
UNGR-1378 Finland - closed
UNGR-1379 France - closed
UNGR-1380 Great Britain - closed
UNGR-1381 Germany - closed
UNGR-1382 Greece - closed
UNGR-1383 Ireland - closed
UNGR-1384 Italy - closed
UNGR-1385 Luxembourg - closed
UNGR-1386 Monaco - closed
UNGR-1387 Netherlands - closed
UNGR-1388 Portugal - closed
UNGR-1389 Spain - closed
UNGR-1390 Sweden - closed
UNGR-1391 Switzerland - closed
UNGR-1392 Japan - closed
UNGR-1393 Argentina App. No. P980102079

Optoacoustic Device

WWKMN Docket Series (UNGR 1278)

US 5,977,538

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-1278)

UNGR-1557 PCT App. No. PCT/US99/10021
UNGR-1558 EPO App. No. 99921767.2
UNGR-1559 Austria
UNGR-1560 Belgium
UNGR-1561 Cyprus
UNGR-1562 Denmark
UNGR-1563 Finland
UNGR-1564 France
UNGR-1565 Great Britain
UNGR-1566 Germany
UNGR-1567 Greece
UNGR-1568 Ireland
UNGR-1569 Italy
UNGR-1570 Luxembourg
UNGR-1571 Monaco
UNGR-1572 Netherlands
UNGR-1573 Portugal
UNGR-1574 Spain
UNGR-1575 Sweden
UNGR-1576 Switzerland
UNGR-1577 Japan

MRI Focused Surgical Ultrasound

WWKMN Docket Series (UNGR 0476)

US 6,088,613

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-0476)

UNGR-0764 PCT App. No. PCT/US96/03054
UNGR-0765 Australia App. No. 51844/96 (abandoned)
UNGR-0766 Canada App. No.2,214,855 (abandoned)
UNGR-0767 China App. No. 96192434.9
UNGR-0768 EPO App. No. 96908679.2
UNGR-0769 Austria
UNGR-0770 Belgium
UNGR-0771 Denmark
UNGR-0772 France
UNGR-0773 Great Britain
UNGR-0774 Germany
UNGR-0775 Greece

UNGR-0776 Ireland
UNGR-0777 Italy
UNGR-0778 Luxembourg
UNGR-0779 Monaco
UNGR-0780 Netherlands
UNGR-0781 Portugal
UNGR-0782 Spain
UNGR-0783 Sweden
UNGR-0784 Switzerland
UNGR-0785 Japan App. No. 527700/96

Silicon Amphiphiles

WWKMN Docket Series (UNGR 0880)

Pending: USSN 08/706,824

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-0880)

No foreign filing corresponding to UNGR-0880

SonoPoration/Fluorogene

WWKMN Docket Series (UNGR 0917)

Pending: USSN 08/841,169

Other files: USSN 08/640,554 (abandoned)
USSN 08/785,661 (abandoned)

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-0917)

UNGR-1122 PCT App. No. PCT/US97/07237
UNGR-1123 Australia App. No. 27490/97
UNGR-1124 Canada App. No. 2,252,617
UNGR-1125 China - closed
UNGR-1126 EPO App. N . 97921460.8
UNGR-1127 Austria
UNGR-1128 Belgium

UNGR-1129 Denmark
UNGR-1130 Finland
UNGR-1131 France
UNGR-1132 Great Britain
UNGR-1133 Germany
UNGR-1134 Greece
UNGR-1135 Ireland
UNGR-1136 Italy
UNGR-1137 Luxembourg
UNGR-1138 Monaco
UNGR-1139 Netherlands
UNGR-1140 Portugal
UNGR-1141 Spain
UNGR-1142 Sweden
UNGR-1143 Switzerland
UNGR-1144 Japan App. No. 539185/97
UNGR-1145 Brazil - closed
UNGR-1146 Hungary - closed
UNGR-1147 S. Korea - closed
UNGR-1148 Mexico - closed
UNGR-1149 Norway - closed
UNGR-1150 Russian Federation - closed
UNGR-1151 Croatia App. No. P970328A
UNGR-1152 Taiwan App. No. 86106635

Drug Delivery to Inflamed Tissue

WWKMN Docket Series (UNGR 0975)

Pending: USSN 08/823,791

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-0975)

UNGR-1288 PCT App. No. PCT/US98/04074
UNGR-1289 Australia
UNGR-1290 Canada
UNGR-1291 China
UNGR-1292 EPO App. No. 98908866.1
UNGR-1293 Austria
UNGR-1294 Belgium
UNGR-1295 Denmark
UNGR-1296 Finland

UNGR-1297 France
UNGR-1298 Great Britain
UNGR-1299 Germany
UNGR-1300 Greece
UNGR-1301 Ireland
UNGR-1302 Italy
UNGR-1303 Luxembourg
UNGR-1304 Monaco
UNGR-1305 Netherlands
UNGR-1306 Portugal
UNGR-1307 Spain
UNGR-1308 Sweden
UNGR-1309 Switzerland
UNGR-1310 Japan App. No. 533386/98
UNGR-1311 S. Korea

Charged Lipid Aggregates

WWKMN Docket Series (UNGR 0976)

Pending: USSN 08/925,353
 USSN 09/540,448

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-0976)

UNGR-1312 Argentina App. No. P980101234
UNGR-1313 PCT App. No. PCT/US98/03632
UNGR-1314 Australia
UNGR-1315 Brazil
UNGR-1316 Canada
UNGR-1317 China
UNGR-1318 EPO App. No. 98906695.6
UNGR-1319 Austria
UNGR-1320 Belgium
UNGR-1321 Denmark
UNGR-1322 Finland
UNGR-1323 France
UNGR-1324 Great Britain
UNGR-1325 Germany
UNGR-1326 Greece
UNGR-1327 Ireland
UNGR-1328 Italy

UNGR-1329 Luxembourg
UNGR-1330 Monaco
UNGR-1331 Netherlands
UNGR-1332 Portugal
UNGR-1333 Spain
UNGR-1334 Sweden
UNGR-1335 Switzerland
UNGR-1336 Japan
UNGR-1337 S. Korea

Oxygen Delivery

WWKMN Docket Series (UNGR 0999)

Pending: USSN 08/877,826

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-0999)

UNGR-1454 PCT App. No. PCT/US98/12011
UNGR-1455 Canada - closed
UNGR-1456 EPO App. No. 98928973.1
UNGR-1457 Austria
UNGR-1458 Belgium
UNGR-1459 Cyprus
UNGR-1460 Denmark
UNGR-1461 Finland
UNGR-1462 France
UNGR-1463 Great Britain
UNGR-1464 Germany
UNGR-1465 Greece
UNGR-1466 Ireland
UNGR-1467 Italy
UNGR-1468 Luxembourg
UNGR-1469 Monaco
UNGR-1470 Netherlands
UNGR-1471 Portugal
UNGR-1472 Spain
UNGR-1473 Sweden
UNGR-1474 Switzerland
UNGR-1475 Japan - closed

Steroid Prodrugs

WWKMN Docket Series (UNGR 1003)

Pending: USSN 08/851,780
 USSN 09/496,761

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-1003)

UNGR-1342 PCT App. No. PCT/US98/07492
UNGR-1344 Australia - closed
UNGR-1345 Brazil - closed
UNGR-1346 Canada - closed
UNGR-1347 EPO App. No. 98915571.8 - closed
UNGR-1348 Austria - closed
UNGR-1349 Belgium - closed
UNGR-1350 Cyprus - closed
UNGR-1351 Denmark - closed
UNGR-1352 Finland - closed
UNGR-1353 France - closed
UNGR-1354 Great Britain - closed
UNGR-1355 Germany - closed
UNGR-1356 Greece - closed
UNGR-1357 Ireland - closed
UNGR-1358 Italy - closed
UNGR-1359 Luxembourg - closed
UNGR-1360 Monaco - closed
UNGR-1361 Netherlands - closed
UNGR-1362 Portugal - closed
UNGR-1363 Spain - closed
UNGR-1364 Sweden - closed
UNGR-1365 Switzerland - closed
UNGR-1366 Japan - closed
UNGR-1367 Argentina App. No. P980102078 (abandoned)

Solid Matrix Drugs

WWKMN Docket Series (UNGR 1394)

Pending: USSN 09/075,477

Other files: USSN 60/046,379 (abandoned)

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-1394)

UNGR-1425 PCT App. No. PCT/US98/09570
UNGR-1426 Australia - closed
UNGR-1427 Brazil - closed
UNGR-1428 Canada - closed
UNGR-1429 China - closed
UNGR-1430 EPO App. No. 98921109.9
UNGR-1431 Austria - closed
UNGR-1432 Belgium - closed
UNGR-1433 Cyprus - closed
UNGR-1434 Denmark - closed
UNGR-1435 Finland - closed
UNGR-1436 France
UNGR-1437 Great Britain
UNGR-1438 Germany
UNGR-1439 Greece - closed
UNGR-1440 Ireland - closed
UNGR-1441 Italy
UNGR-1442 Luxembourg - closed
UNGR-1443 Monaco - closed
UNGR-1444 Netherlands
UNGR-1445 Portugal - closed
UNGR-1446 Spain - closed
UNGR-1447 Sweden - closed
UNGR-1448 Switzerland - closed
UNGR-1449 Japan - closed
UNGR-1450 S. Korea - closed
UNGR-1451 New Zealand - closed
UNGR-1452 Argentina App. No. P980102217
UNGR-1453 Chile App. No. 1035/98

Targeting for Diagnosis of Atrial Fibrillation

WWKMN Docket Series (UNGR 1173)

Pending: USSN 08/932,273

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-1173)

UNGR-1498 PCT App. No. PCT/US98/18858
UNGR-1499 Australia - closed
UNGR-1500 Canada - closed
UNGR-1501 EPO App. No. 98946919.2
UNGR-1502 Austria - closed
UNGR-1503 Belgium - closed
UNGR-1504 Cyprus - closed
UNGR-1505 Denmark - closed
UNGR-1506 Finland - closed
UNGR-1507 France
UNGR-1508 Great Britain
UNGR-1509 Germany
UNGR-1510 Greece - closed
UNGR-1511 Ireland - closed
UNGR-1512 Italy
UNGR-1513 Luxembourg - closed
UNGR-1514 Monaco - closed
UNGR-1515 Netherlands - closed
UNGR-1516 Portugal - closed
UNGR-1517 Spain - closed
UNGR-1518 Sweden - closed
UNGR-1519 Switzerland - closed

Ultrasound Gene Upregulation

WWKMN Docket Series (UNGR 1196)

Pending: USSN 08/971,540

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-1196)

UNGR-1526 PCT App. No. PCT/US98/23843
UNGR-1527 Australia - closed

UNGR-1528 Canada - closed
UNGR-1529 EPO App. No. 98957720.0 - closed
UNGR-1530 France - closed
UNGR-1531 Great Britain - closed
UNGR-1532 Germany - closed
UNGR-1533 Japan - closed

Optoacoustic Agents

WWKMN Docket Series (UNGR 1224)

Pending: USSN 08/993,165

FOREIGN -

UNGR-1536 PCT App. No. PCT/US98/27060
UNGR-1537 Australia
UNGR-1538 EPO App. No. 98964127.9
UNGR-1539 France
UNGR-1540 Great Britain
UNGR-1541 Germany
UNGR-1542 Japan

Nuclear Localization Drug Delivery

WWKMN Docket Series (UNGR 1229)

Pending: USSN 09/294,623

FOREIGN -

UNGR-1587 EPO
UNGR-1588 France
UNGR-1589 Great Britain
UNGR-1590 Germany
UNGR-1591 Italy

Robotic Sonoporation and Multimodal Energy Application

WWKMN Docket Series (UNGR 1477)

Pending: USSN 09/291,502

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-1477)

No foreign filing corresponding to UNGR-1477

Infusion of Bioactive Agents

WWKMN Docket Series (UNGR 1580)

Pending: USSN 09/413,110

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-1580)

Foreign filing deadline October 6, 2000

Methods for Quantitating Ligand Binding to Thrombus (Provisional)

(A. Durando Prosecution)

Pending: USSN 60/118,551

Targeted Thrombolytics

(A. Durando Prosecution)

Pending: USSN 09/371,193

EXHIBIT F

{ISSUED and PENDING US Patents followed by Foreign Files (if any)}

Cationic Lipids

WWKMN Docket Series (UNGR 0569)

US 5,830,430; US 6,056,938

Pending: USSN 09/244,083
 USSN 09/540,448

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-0569)

UNGR-0787 PCT App. No. PCT/US96/01474
UNGR-0789 Australia App. No. 49138/96 (abandoned)
UNGR-0790 Canada App. No. 2,213,417
UNGR-0791 China App. No. 96192058.0
UNGR-0792 EPO App. No. 96905351.1
UNGR-0793 Austria
UNGR-0794 Belgium
UNGR-0795 Denmark
UNGR-0796 France
UNGR-0797 Great Britain
UNGR-0798 Germany
UNGR-0799 Greece
UNGR-0800 Ireland
UNGR-0801 Italy
UNGR-0802 Luxembourg
UNGR-0803 Monaco
UNGR-0804 Netherlands
UNGR-0805 Portugal
UNGR-0806 Spain
UNGR-0807 Sweden
UNGR-0808 Switzerland
UNGR-0809 Japan App. No. 525700/96

Acoustically Active Lipospheres

WWKMN Docket Series (UNGR 1338)

Pending: USSN 09/075,343

Other files: USSN 60/046,379 (abandoned)

FOREIGN -

Corresponding to WWKMN Docket Series (UNGR-1338)

UNGR-1396 PCT App. No. PCT/US98/09569
UNGR-1397 Australia - closed
UNGR-1398 Brazil - closed
UNGR-1399 Canada - closed
UNGR-1400 China - closed
UNGR-1401 EPO App. No. 98926033.6
UNGR-1402 Austria
UNGR-1403 Belgium
UNGR-1404 Cyprus
UNGR-1405 Denmark
UNGR-1406 Finland
UNGR-1407 France
UNGR-1408 Great Britain
UNGR-1409 Germany
UNGR-1410 Greece
UNGR-1411 Ireland
UNGR-1412 Italy
UNGR-1413 Luxembourg
UNGR-1414 Monaco
UNGR-1415 Netherlands
UNGR-1416 Portugal
UNGR-1417 Spain
UNGR-1418 Sweden
UNGR-1419 Switzerland
UNGR-1420 Japan App. No. 549372/98
UNGR-1421 S. Korea - closed
UNGR-1422 New Zealand - closed
UNGR-1423 Argentina App. No. P980102225
UNGR-1424 Chile App. No. 1034/98

UNGR-1400 China - closed
UNGR-1401 EPO App. N . 98926033.6
UNGR-1402 Austria
UNGR-1403 Belgium
UNGR-1404 Cyprus
UNGR-1405 Denmark
UNGR-1406 Finland
UNGR-1407 France
UNGR-1408 Great Britain
UNGR-1409 Germany
UNGR-1410 Greece
UNGR-1411 Ireland
UNGR-1412 Italy
UNGR-1413 Luxembourg
UNGR-1414 Monaco
UNGR-1415 Netherlands
UNGR-1416 Portugal
UNGR-1417 Spain
UNGR-1418 Sweden
UNGR-1419 Switzerland
UNGR-1420 Japan App. No. 549372/98
UNGR-1421 S. Korea - closed
UNGR-1422 New Zealand - closed
UNGR-1423 Argentina App. No. P980102225
UNGR-1424 Chile App. No. 1034/98